

# **COLLECTIVE AGREEMENT**

**Between**

**MEDIA and COMMUNICATIONS WORKERS of  
ALBERTA,  
LOCAL 30400  
of the  
Communications Workers of America**



**and  
The Red Deer Advocate**

**September 1, 2016 to August 31, 2019**

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## **ARTICLE 1 AGREEMENT**

**1.01** This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between The Red Deer Advocate (A Division of Black Press Group Ltd.), through its authorized representative (hereinafter referred to as the "Employer") and the Media and Communications Workers of Alberta Local 30400 of the Communications Workers of America (hereinafter referred to as the "Union"), by its officers or a committee duly authorized to act in its behalf, shall be effective beginning September 1, 2016 to August 31, 2019.

**1.02** As provided under the Alberta Labour Relations Code, notice to commence collective bargaining of at least 60 days and not more than 120 days shall be given by either party to the agreement to the other party before the end of the final year of the agreement.

## **ARTICLE 2 RECOGNITION / JURISDICTION / UNION SECURITY**

**2.01** The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this agreement.

**2.02** The jurisdiction of the union includes full-time, part-time and temporary employees of The Red Deer Advocate Ltd. as follows:

- a) Mailroom including Supervisor
- b) Outside sales force, excluding Advertising Managers
- c) Production including composing, camera, plate and pressroom, excluding Production Manager
- d) All other departments:
  - Administration excluding Publisher, Business Manager, Human Resources and Administration Officer.
  - Advertising excluding Advertising Director, Services Manager and Classified Manager.
  - Circulation excluding Manager, and Sales Manager.
  - Editorial excluding Managing Editor, News Editor and City Editor.
- e) Casual employees or students on a work experience program are excluded.

**2.03** Management personnel may perform bargaining unit work if it was established as a past practice and does not eliminate bargaining unit jobs in the respective department.

**2.04** The jurisdiction of the union shall cover all functions presently performed by the employees specified in this agreement and all additional work required for the production of the Red Deer Advocate, Friday Forward or Central Alberta Life. This jurisdiction shall cover any future products initiated by the Red Deer Advocate

**2.05** The employer agrees to provide all new hires with application for membership in the union. Such completed applications will be accumulated by the chapel chairperson in each unit and submitted to the union for processing.

**2.06** The employer agrees to employ only members of the union to perform all work within the jurisdiction of the union, as detailed above.

**2.07** All present employees who are or become members of the union shall remain members of the union in good standing as a condition of continued employment. All employees hired after the date of this agreement shall become and remain members of the union as a condition of employment. The employer shall inform new employees of the requirements of this section.

**2.08** Recognized Union Representatives will be granted access during normal business hours to the cafeteria and mailroom lunchroom, where they may meet with employees, during those employees' authorized breaks. Access to those areas can be gained through identification to the receptionist.

**2.09** The employer recognizes the Chapel Chairperson or Lodge Representative to be the union's representative in each department covered by this agreement.

**2.10** The use of subcontractors for repairs, construction, modification, servicing, installation, general labour, and other functions, which are of an unforeseen nature at the time of signing this agreement, will be allowed during the lifetime of this agreement.

**2.11** Nothing in this agreement shall prohibit the employer from using freelance correspondents, advertorial writers, photographers, telemarketers, providing such action shall not eliminate or reduce the hours of any of the present full-time or part-time employees covered by this agreement.

**2.12** Sub-contracting or sub-contractors shall not be used by the employer if such action would eliminate or reduce the hours of any of the present full-time or part-time employees covered by this agreement.

**2.13** Chapel meetings may be held in the cafeteria providing the following conditions are met:

- a) After business hours
- b) No more than one department shall meet at one time.
- c) Employees scheduled to work not in attendance
- d) Pre-authorized use of cafeteria by the employer is necessary.

Meetings called by the union involving the general membership or for union business will not be permitted on the premises of The Red Deer Advocate at any time.

## **ARTICLE 3 DUES CHECKOFF / INFORMATION**

**3.01** Each pay period the employer shall deduct from the earnings of each employee in the bargaining units covered by this agreement, an amount equal to the union membership dues, levied in accordance with the union's constitution and by-laws and shall forward monthly the sums so deducted, together with a list of the names, classifications, earnings and dues of the employees whose earnings the deductions have been made, to the Secretary-Treasurer of the union on the 10th day of the following month.

**3.02** The union agrees to inform the employer in writing of the amount of dues levied to be deducted from time to time and will give the employer at least one month's notice in advance of the day of any change in the amount of dues to be deducted. The employer will provide a monthly listing of new employees hired, date of hire, classification, and wage rate.

**3.03** The employer shall deduct from the earnings of new employees on their first payroll, the initiation fee of \$5.00 for a part-time employee or \$10.00 for a full-time employee and shall forward the sums so deducted monthly, together with a list of the names, to the Secretary-Treasurer of the local union.

#### **ARTICLE 4 TECHNOLOGICAL CHANGES**

**4.01** The employer shall give the union three (3) months notice when it intends to introduce any major process or equipment change that requires training to perform any work within the jurisdiction of the union. Within ten (10) days of delivery of such notice the employer agrees to meet union representatives in order to discuss the time, procedure and training necessary for the introduction of such processes or equipment.

#### **ARTICLE 5 STRUCK WORK**

**5.01** The employer agrees that no employee covered by this collective agreement will be asked to execute work received from or destined for newspaper offices where a legal strike of the communications industry unions (CWA and CEP) is in progress.

**5.02** The union will give the company 24 hours notice that a strike or lockout is in progress before the processing of material may be stopped in accordance with the foregoing provision. The union agrees that any refusal to execute work will be governed and limited by this section.

It is not intended that this section apply to advertisements received prior to notice to the employer of such strike or lockout. The union agrees that during the term of this agreement there will be no strikes. The employer agrees that there will be no lockout of employees during the term of this agreement.

#### **ARTICLE 6 UNION LAWS**

**6.01** The Publisher recognizes the right of the union to conduct its internal affairs. This includes the right to establish various laws and/or constitutional clauses, which affect its operations.

#### **ARTICLE 7 MANAGEMENT RIGHTS**

**7.01** The union agrees that management of the employer (including the right to plan, direct and control operations; the direction of the workforce; the discharge of employees for just cause, and those matters requiring judgment as to competency of employees) is the right and function of the employer.

**7.02** The parties agree that the foregoing enumeration of management rights shall not be deemed to exclude other recognized functions of management not specifically covered in this agreement. The employer, therefore, retains all rights not otherwise specifically covered in this agreement.

**7.03** The exercise of the foregoing rights shall not alter any of the specific provisions of this agreement.

#### **ARTICLE 8 HIRING (RECRUITMENT/SELECTION)**

**8.01** Vacancies are filled by promotion from within The Red Deer Advocate, whenever a suitable candidate is available.

**8.02** All vacancies for full-time and part-time positions will be posted for a period of seven (7) days within the employer. Vacancies for full-time positions will also be posted within the Canadian Division. Such postings will be extended to fourteen (14) days for employees who are away sick, on vacation, or out of town on assignment. Positions may be advertised outside the company concurrently with the internal posting. Job vacancies within our associated companies, which cannot be filled from within those companies, are posted on our bulletin boards.

**8.03** Temporary job vacancies are exempt from the above procedures. (Refer to 9.02 (d), temporary transfers)

##### **8.04 Definitions**

a) **Full-time** - regular employment in an established job requiring normally 7.5 hours work per day or 37.5 hours work per week.

b) **Part-time** - a part-time employee is one who is hired to work less than 37.5 regularly scheduled hours per week.

c) **Temporary** - a temporary employee is one who is hired for a job established for a specific period of time or for the duration of a specific project or assignment which shall not exceed twelve (12) months unless mutually agreed in writing between the employer and the employee/union.

d) **Casual** - an employee who is hired to do work of an unforeseen nature and is not scheduled to work. A casual employee will not be hired when a full-time, part-time or temporary employee is available.

**8.05** All applicants from within the company for posted positions will receive an interview on their application.

**8.06** Selection of the successful candidate shall be based on ability and qualifications. Where two (2) or more internal applicants are equivalent in ability and qualifications, the position shall be given to the employee with the most seniority.

**8.07** The employees of the department concerned will be notified immediately in writing of the appointment of the successful candidate.

**8.08** When recruiting and hiring, the employer believes that all persons are entitled to equal employment opportunities, and does not discriminate against its employees, or applicants for employment, because of race, religion, colour, age, physical characteristics, marital status, ancestry, place of origin, political belief, or sex, provided they are qualified and meet the requirements established by the company for the job.

Direct supervision of an employee who is a close relative is not a desirable situation for either the employer or the employees. Direct supervision of an employee by a member of their immediate family is not permitted.

## **ARTICLE 9 TRANSFERS**

**9.01** No employee shall be penalized for refusing to accept a promotion or transfer.

### **9.02 Temporary Transfers**

a) A regular employee within a department may be transferred from one position to another at the call of the supervisor, providing that such transfer shall not decrease his/her scale of wages. The supervisor cannot be required to make any transfer for any purpose which in their opinion decreases the efficiency of the office; neither shall he cause to be employed more members than are needed in one classification of work and later transfer these to work which could have been done by others whose seniority entitles them to that work. In no case shall a supervisor transfer a person to a department he/she is not familiar with and then declare him/her incompetent.

b) Employees temporarily (one [1] full scheduled shift or more consecutive days) assigned by the employer to a position of higher classification within the bargaining unit shall receive the higher rate of pay for all time worked providing the majority of the duties of the position are fulfilled.

c) Employees temporarily (three or more consecutive days) moving to positions within the company but outside the bargaining unit will be compensated at a rate agreed mutually by the company and the employee. Such transferring employee will not receive less than the rate of pay in effect for his/her classification and level at the date of transfer.

d) If a position is going to be temporarily vacant and the employer knows the absence of the incumbent employee will exceed (60) sixty-workdays the position will be posted as a temporary vacancy and filled in accordance with Article 8.

## **ARTICLE 10 PROMOTIONS**

**10.01** As stated in Article 8, it is our policy to attempt to fill all job opportunities by promotion of employees from within the company (also refer to Article 9). There may be occasions when there will not be an employee with the qualifications necessary to fill a vacancy, or the suitable employee may not wish to take up the job opportunity. In this case, the employer will recruit from outside.

Employees who are promoted or transferred will be on trial period for twenty (20) days of actual work (a scheduled shift constitutes a day's work). If they prove unsuccessful in fulfilling the functions of the new position, or if they choose to return, they will be returned to the position they previously held. If other employees changed jobs as a result of the promotion or transfer, they will also revert to the position they previously held.

## **ARTICLE 11 PROBATIONARY PERIOD**

**11.01** All new employees join the company on the understanding that there is a probationary period. During this period the new employee decides whether or not he/she wishes to work for the employer, and the employer decides whether or not the new employee is properly suited to the job. Termination of probationary employees will be at the sole discretion of the employer and will not be subject to the grievance procedure of this agreement. No employee shall be discriminated against. The probationary employee being terminated shall have the right to a written reason. Such demand shall be made within forty-eight (48) hours after being notified of the termination. The probationary period is three (3) months, unless mutually changed and agreed in writing between the employer and the employee/union. For Sales representatives see Appendix D.

**11.02** Upon the successful completion of the probationary period, an employee's length of continuous service shall be calculated from the date of original hiring

## **ARTICLE 12 DISCHARGE**

**12.01** The employer may discharge (1) for incompetence (2) for neglect of duty (3) for violation of office rules which shall be kept conspicuously posted and which shall in no way abridge the civil rights of employees. Every attempt will be made to have a union representative present at the time of discharge. A discharged member shall have the right to challenge the fairness of any reason given for his/her discharge.

Written reason for discharge shall be given to the employee and the union representative within 72 hours after the employee is informed of discharge.

**12.02** Any employee who has been discharged and believes the discharge is unjustified shall have the right to appeal through the union to the Joint Standing Committee.

## **ARTICLE 13 LAYOFF**

**13.01** When it becomes necessary to lay off staff, it shall be determined by the employer what classification the reduction is required. The employee with the lowest seniority standing within that classification shall be laid off first, providing those remaining are competent to perform the work required.

**13.02** The measure of competency for an employee bumping into a different classification will be that he/she demonstrates the required skills and experience to perform the work in the classification into which they are bumping.

**13.03** Should there be an increase in staff, the persons laid off shall be rehired in reverse order in which they were laid off before other help may be employed with a period not to exceed twelve (12) months. The employer shall give the reason for layoff in writing to the employee and chapel chairperson.

#### **ARTICLE 14 SEVERANCE AND TERMINATION**

**14.01** If any permanent employee's position with the employer is terminated by the employer after satisfactory completion of the probationary period, then that employee will receive severance pay equivalent to two weeks basic salary for each completed year of service with a minimum payment of three weeks basic salary after six months service. Service beyond a complete year will qualify for part of two weeks pay on a pro rata basis. The maximum severance pay is 48 weeks salary.

**14.02** An employee will not qualify for severance pay if he/she is dismissed for gross misconduct, just cause or leaves voluntarily.

**14.03** All employees will be provided with not less than one weeks notice of termination of employment except in the case of gross misconduct where termination is immediate. In turn, employees are expected to provide at least one weeks notice before resigning. Subject to the provisions of The Employment Standards Code, Section 58, 2b) – i), in the event an employee fails to provide notice as required a recovery of notice not given to a maximum of one week will be permitted. This will only apply to employees who have completed their probationary period.

**14.04** If an employee's position has been eliminated by a change in technology and that employee is offered the opportunity to leave the employer and chooses to do so, rather than retrain for another job within the company, then that employee will also receive termination pay as described in 14.01.

**14.05** Employees receiving severance pay as described in 14.01 who wish to return to employment with the employer must repay the full amount of their severance pay, less one (1) week for each week, which has elapsed since they ceased employment with the employer.

**14.06** The provisions of this Article includes and are not in addition to the terms of the Employment Standards Code. The provisions of this Article are the only obligation of the Red Deer Advocate for notice or pay in lieu of notice of termination.

#### **ARTICLE 15 TRAINING**

**15.01** The employer agrees to provide facilities and sufficient time without loss of regular wages in order that the required number of employees may become proficient in the operation of new processes or equipment introduced as a result of technology changing. This will enable the union to provide sufficient competent members to meet the intent of this agreement. No member shall be laid off or lose his/her seniority claim who has not been afforded an opportunity to be trained.

**15.02** It is the employer's aim to ensure that:

- a) Employees are properly trained to do the job they are required to do
- b) Employees are retrained to suit the changing pattern of skills needed in the company as our markets and operating systems and methods change;
- c) Employees are given all reasonable opportunities and encouragement to broaden their experience and skills within the company;
- d) If it is necessary for an employee to be trained outside the company to improve his/her job performance, then the employer will bear the full expense of that training.

**15.03** When the purpose of a transfer is to train an employee to qualify for a higher classification for a future vacancy, the rate of pay for the higher classification will not apply. Such training shall not exceed two consecutive weeks unless mutually agreed in writing between the employer and the employee/union.

#### **ARTICLE 16 PROFESSIONAL AND PERSONAL DEVELOPMENT**

**16.01** The employer wants to encourage employees to improve their standard of education as it applies to their jobs.

**16.02** In addition to the training described in 15.02, if the employee decides to pursue a private training/education program, at his/her own expense, and it is clear that the employer will directly benefit from his/her improved knowledge, then the employer will make a proportional contribution towards the tuition cost of his/her private program. Prior to the enrolment the employee will obtain, in writing, the approval of the employer for such a program.

**16.03** The employer's contribution is paid on successful completion of the course. The employee must supply paid invoices or the equivalent, as well as a certified copy of the transcript of his/her grades, to be reimbursed.

**16.04** We should all recognize that assistance of this nature is difficult to control. It must be seen to be fair not only to the employee concerned but also in the general opinion of all other employees. We should, therefore, emphasize that the benefit to the employer, and hence to all the employees, must be clearly identifiable.

**16.05** It is in the interest of all employees that they should seek to improve their education and skills so that they might seek and achieve promotion to positions of greater responsibility within this company or in other companies.

#### **ARTICLE 17 GRIEVANCE AND ARBITRATION**

**17.01** **Definition** Any complaint, disagreement, or difference of opinion between the employer and the union of the employees covered by the agreement which concerns the interpretations, application, operation or alleged violation of the terms and provisions of this agreement, shall be considered as a grievance.

### **17.02 Discharge**

- a) The employer may terminate or suspend only for just cause. A suspension or dismissal shall be in writing and shall contain the reasons for the suspension or dismissal and shall be given to the employee concerned and the union.
- b) It is understood that the discharge of non-probationary employees for any reason, whatsoever, (including terminations for alleged incompetence) are subject to and may be processed under grievance and arbitration articles of this agreement.

### **17.03 Discipline**

- a) Where it becomes necessary to formally discipline an employee, the employer shall, within forty-eight (48) hours, so advise the union and the employee concerned. Such notice shall be in writing and the employee shall be furnished pertinent details of any such complaint. If this procedure is not followed such disciplinary actions shall not be used against an employee at any time.
- b) In the event an employee has received written notice, he/she shall have the right to prepare and present a letter with his/her personal views and/or file a grievance for the removal of the employer's letter. Such written response by the employee shall be made within forty-eight (48) hours. Employees grieving a formal complaint shall do so in accordance with the grievance procedure contained herein.
- c) An employee, upon request to his/her supervisor shall have access to his/her personnel file. No disciplinary letter shall remain on file for more than 12 months.
- d) A chapel chairperson or lodge representative, with the approval of the department manager, shall be permitted to leave his/her regular duties for a reasonable length of time for the purpose of investigating and adjusting grievances when it does not interfere with production.
- e) An employee shall have the right to be accompanied by a union representative at any meeting with management, relating to formal disciplinary matters involving verbal or written notice to the employee.

### **17.04 Grievance / Arbitration**

- a) Any employee grievance must be submitted to the chapel chairperson within twenty (20) working days of its first coming to the attention of the affected party.
- b) A grievance must first be brought to the attention of the union chapel chairperson who will attempt to resolve the dispute with the department manager within two (2) regular business days.
- c) If the grievance cannot be resolved within the specified time it shall be submitted to the Joint Standing Committee. A grievance lodged by the employer or the union (policy and/or group) shall be submitted directly to the joint standing committee.
- d) A standing committee of two (2) management employees and two (2) union employees shall be appointed/elected. The committee representing the union shall be elected by the union, and in such case of vacancy, absence or refusal of either of such employees to act, another shall be appointed/elected in his/her place.
- e) The joint standing committee shall meet within five (5) days to deal with all disputes which may arise as to the wages herein provided, the construction to be placed upon any clause of the agreement or alleged violations thereof, which cannot be settled otherwise. Such joint standing committee shall meet at a time mutually satisfactory to the parties when any questions of difference shall have been referred to it for decision by the executive officers of either party to this agreement. If the standing committee reaches a majority decision, it shall be binding upon both parties.
- f) Should the joint standing committee be unable to agree, either party may refer the matter to arbitration within fifteen (15) days. The parties agree to the use of a sole arbitrator. The arbitrator's decision shall be final and binding on both parties. The arbitrator shall not have the power to alter or amend this agreement in any respect. The cost of the arbitrator shall be borne equally by both parties.
- g) Both parties will submit a list of three suggested arbitrators.
- h) All time spent in handling grievances shall be conducted during regular business hours.
- i) Any time limit referred to in this article may be extended by mutual consent between the employer and the union.

## **ARTICLE 18 GENERAL WORKING CONDITIONS**

**18.01** The employer shall provide a bulletin board in each department for the purpose of posting official Union notices and job vacancies. Postings other than the above must first be approved by the Publisher.

**18.02** The employer agrees to furnish and maintain a clean, healthful, sufficiently ventilated, properly lit and heated place for the performance of all plant work.

**18.03** The employee agrees to practice at all times safe and courteous working habits to the best of his/her ability.

**18.04** The employer encourages its employees to observe and report unsafe working conditions or practices that would present a health or safety hazard to employees, visitors or customers of the Red Deer Advocate.

**18.05** Employees who work 7.5 (seven and one-half) hours shall receive an unpaid lunch break of at least one-half hour and two twenty (20) minute paid breaks.

Employees who work five (5) or more hours but less than 7.5 (seven and one-half) shall receive an unpaid lunch break of at least one-half hour and one (1) twenty (20) minute paid break.

Employees who work more than three (3) hours, but less than five (5) hours shall receive one (1) twenty (20) minute paid break.

Employees who work three (3) hours or less shall receive no breaks.

All breaks will be controlled and scheduled by the supervisor to ensure adequate departmental coverage will be provided for acceptable levels of customer service.

**18.06** Within each full shift of 7.5 (seven and one-half) hours, employees will be entitled to an unpaid lunch period of no less than thirty (30) minutes and no longer than one (1) hour. Such period will not be allowed sooner than three (3) hours after or later than five (5) hours after commencement of a regularly scheduled shift. Such breaks will be controlled and scheduled by supervisors to ensure adequate departmental coverage will be provided for acceptable levels of customer service.

### **18.07 Parking**

The Advocate agrees to provide adequate parking for all employees who are required to use their vehicle in the course of their employment.

### **18.08 Auto Allowances**

The employer shall compensate the employees for the use of their vehicle in the service of the employer. Effective March 22, 2015, the base minimum allowance to be paid shall not be less than forty-six (\$.46) cents per kilometer. Employees will maintain and submit a written record for any business kilometre travelled and claim it at the end of the month.

**18.09** A minimum car allowance of \$30.00 (thirty dollars) per month will be paid to those employees required to have their vehicles available for business purposes. Such requirements will be determined by the relevant department manager. This minimum will not apply during periods of absence for any reason. During periods of absence, the allowance will be pro-rated. This allowance is not to be in addition to reimbursed expenses for mileage.

**18.10** An employee authorized to use the employee's vehicle in the service of the employer shall receive a minimum of six (6) months notice before such authorization may be terminated, unless the employee and employer mutually agree to a shorter notice.

### **18.11 Health and Safety**

The employer agrees to the establishment of a Health and Safety Committee consisting of two (2) management employees and two (2) union employees who have been appointed/elected. This committee will study/review and make recommendations on health and safety matters to best meet the health and safety requirements of employees.

The employer agrees to permit employees who are members of the health and safety committee to take up to two (2) days per year per employee with no loss of wages or benefits to attend health and safety courses that have been pre-approved by the employer. No more than four (4) days per year in total for the union members of the committee shall be taken without further approval from the employer.

## **ARTICLE 19 HOURS OF WORK**

**19.01** The regular workweek for full-time employees shall comprise thirty-seven and one-half (37.5) hours consisting of five (5) days of seven and one-half (7.5) continuous hours of work exclusive of lunch. No full-time employee shall be required to work more than five consecutive shifts at regular rates unless mutually agreed in writing between the employer and the employee/union.

Every effort will be made to schedule five (5) consecutive shifts for full-time employees.

All regularly scheduled work performed on the day shift shall be paid for at the daytime rate. All regularly scheduled work performed on the night shift shall be paid for at the night rate.

**19.02** The regular workweek shall be Sunday through Saturday. There shall be two shifts known as day and night every workday. The hours in these shifts shall be in the appendix dealing with each department.

**19.03** No full-time employee shall be employed for less than a full shift except when discharged for just cause or is excused at his/her own request.

### **19.04 Night Shift Differential**

Effective March 1, 2013, night shift differential shall be \$2.10 (two dollars and ten cents) per hour. When an overlapping shift occurs (part day shift/part night shift), the hours worked on the night shift shall be paid at the night rate.

Composing, camera/plate and press employees refer to Appendix G – Wages and Classification.

## **ARTICLE 20 WORK SCHEDULE**

**20.01** The employer shall post a normal work schedule by department no later than Thursday at 4 p.m. for the following week commencing on Monday. Such schedule may be changed by the employer to meet the requirements of the operation. One working day's notice of such changes will be given. Under normal circumstances, no employee shall be required to work a regular shift with less than twelve (12) hours between regular scheduled shifts.

**20.02** If known, employees will notify the employer of doctor, dental, etc. appointments before the schedule is posted. Time taken off during normal working hours will be deducted from regular hours, overtime, or holiday or vacation at the direction of the employee.

## **ARTICLE 21 WAGES / CLASSIFICATIONS**

### **21.01 Wages/Classifications**

Effective March 1, 2013, the wage/classification schedules as attached as Appendices A, B, C, D, E, F, G, A (i), B (i), C (i), E (i), F (i), G (i), A (ii), B (ii), C(ii) and B (iii) shall become effective, and shall remain in effect for the entire term of the collective agreement as proposed above, subject to the increases specified below.

### **New Hires – General**

The Union agrees that for all new hires after the date of ratification of March 22, 2015, the top rate to which they can achieve will be the third year levels for all classifications listed in the collective agreement with the exception of Journeyman Pressman as this particular group has a four-year apprenticeship training period.



## **21.02 Merit Increases**

Nothing contained herein shall prohibit the employer from granting an employee merit wages in excess of the amounts set forth in the wages section of this agreement.

## **ARTICLE 22 SENIORITY**

**22.01** Seniority of employees as used in this agreement means continuous length of service with the employer. Employment shall be deemed continuous unless interrupted by dismissal for just cause, termination due to resignation or retirement. Part-time employees shall accumulate seniority on the basis of regular hours worked (1950 hours equals one year). Seniority list for part-time employees will be compiled on a quarterly basis; the seniority order will be the order for the following quarter.

**22.02** Employees may claim new shifts, new starting times, and new days off in accordance with their seniority within their job classification except when, in the judgment of the supervisor, certain job skills must be provided in relation to the job operation.

## **ARTICLE 23 OVERTIME AND CALLBACK**

### **23.01 Overtime**

Effective March 1, 2013, the overtime rate shall not be less than time and one-half (1.5) based on the hourly rate for the first one (1) hour and double (2) time thereafter. Production, composing, camera, plate and press employees refer to Appendix G.

When overtime work is required, the employee working overtime shall receive the overtime rate based on the majority of hours worked in his/her scheduled shift.

**23.02** No employee covered by this agreement shall be required to hold a situation of more than five (5) shifts (of any number of hours) in any one-work week.

When a full-time employee works a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) shift in a five-shift workweek, or a fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) shift in a four-shift workweek, the employee shall be paid the overtime rate for such work.

**23.03** Part-time employees will have the option to accept as many available shifts as they are offered in a workweek at straight time rates. This may be done providing all work in excess of seven and one-half (7.5) hours in a day or thirty-seven and one-half (37.5) hours in a week is paid for at the overtime rate. The option of additional shifts in a workweek shall be offered on a seniority basis.

**23.04** Under extraordinary conditions (Act of God, flood, etc.) which affects in-plant operations due to circumstances over which the employer has no control, employees may be required to get out regular editions at the regular rate of pay, if work is not completed within the regular working hours.

**23.05** If overtime lasts longer than three (3) hours, an unpaid one-hour break shall be allowed. If overtime is less than three (3) hours but greater than two (2) hours, a paid twenty-minute break shall be allowed.

### **23.06 Call back**

Employees called back after having left the premises at the conclusion of their regular shift shall be paid at the overtime rate for all time worked. The minimum time for which an employee will be paid at the overtime rate shall be two (2) hours.

**23.07** When an employee works overtime, he/she may be granted compensating time off equivalent to the overtime rate for the time worked, at a time mutually satisfactory to the employer and the employee. At the employee's option, compensating time off may be accumulated to a maximum of five days. If such compensating time off cannot be assigned within two months, the employee will be paid, at the overtime rate, for each hour worked. Production, composing, camera, plate and press employees refer to Appendix G.

## **ARTICLE 24 VACATIONS**

**24.01** All regular full-time employees shall be entitled to vacation leave as follows:

- a) **During the calendar year of entry:** two (2) weeks of regular working days of vacation leave prorated for each completed week of work to a maximum of two (2) weeks of regular working days, to be taken after six (6) months of employment;
- b) **During the 1st complete calendar year:** two (2) weeks of regular working days;
- c) **During the 2nd through 6th complete calendar years:** three (3) weeks of regular working days;
- d) **During the 7th through 15th complete calendar years:** four (4) weeks of regular working days;
- e) **During the 16th and each subsequent complete calendar year:** five (5) weeks of regular working days.

**24.02** Employees can select up to three (3) consecutive weeks of vacation in order of seniority within their classification. Once all employees in their classification have made their first selection, they can now select their next two (2) weeks in order of seniority. Once this is done, all remaining weeks of vacation can be selected in order of seniority. Employees who fail to make their selection prior to March 1st will lose the right to choose vacation by seniority. Vacation schedules shall be approved by the employer as per 24.03 below and posted in each department with no changes to the schedule being permitted without the mutual consent of the employee and employer.

Full weeks will take priority over single days and partial weeks. In the case of single days of vacation or blocks of less than one (1) week, which may be utilized for various reasons on short notice, the employee and his manager will mutually agree on such time off. Permission for these requests will not be unreasonably denied.

**24.03** Any vacations carried over from the end of a calendar year must be completed before March 1st of the following year. Subject to the employer determining how many employees from any classification or department may be allowed vacation at any one time, vacations will be selected in order of seniority with the employer and such selections must be completed by March 1st for the current year.

**24.04** Vacation pay shall be 1/52<sup>nd</sup> of the employee's calendar year vacation earnings for each full week of earned vacation.

**24.05** If employment is terminated and an employee has taken vacation pay which has not been earned by the time of termination, any excess payment shall be deemed to be a pay advance that shall be recoverable from the employee in the form of a deduction from any monies owing on termination, except in the event of death. If an employee is involuntarily laid off and has taken more vacation in that year than is earned at the time of layoff, they will be required to reimburse the company 50% of the unearned vacation from any outstanding monies, including severance pay.

#### **ARTICLE 25 PAID HOLIDAYS**

**25.01** Work done on the following holidays: New Year's Day, Alberta Family Day (unless removed by Provincial legislation), Good Friday, Empire (Victoria) Day, Canada (Dominion) Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day is to be paid at the overtime rate or taken in time off at the overtime rate, with the choice up to the employee. If time off is taken, it must be at a time mutually agreeable between the employee and the supervisor.

**25.02** If a holiday falls on an employee's day off or during his/her vacation, an additional day off or pay in lieu of at straight time rate shall be granted within fifteen (15) days. This time limit may be extended by mutual agreement between the company and the employee/union.

**25.03** Each full-time employee will be entitled to a day's holiday with pay on his or her birthday. This holiday may be taken on an alternate day within the year with the consent of the employee's supervisor or manager.

**25.04** When an employee works a full shift on a paid holiday, the employee shall receive a full day's pay for the holiday plus the overtime rate.

#### **ARTICLE 26 HEALTH AND WELFARE**

**26.01** The employer agrees to pay 75% (seventy-five percent) of regular Alberta Health Care Insurance costs and 75% (seventy-five percent) of the employer health and welfare plan for each full-time employee. See your Red Deer Advocate Group Insurance Plan booklet for details. When a doctor's certificate/note is required by the employer or the insurance carrier, the employer will pay the full cost of the certificate/note.

**Eye-glasses** - maximum to \$325.00 (three hundred and twenty-five dollars) effective on March 1, 2013, every two (2) years.

#### **Short-term disability**

In the case of a compensable accident, the employer or its insurance company will pay the difference between the sums paid by Workers' Compensation together with any other compensation received from the Unemployment insurance and Disability Insurance and the regular employee's normal weekly wage for a maximum of twenty-four (24) weeks.

The employer's short-term disability plan will provide benefits of 80% or 66 2/3% of pay based on the employee's years of service, as outlined in the Employee's Benefit Handbook, to a maximum of 17 (seventeen) week benefit period.

#### **ARTICLE 27 CWA/ITU PENSION PLAN (CANADA)**

**27.01** The employer agrees to contribute to the CWA/ITU Pension Plan (Canada) {hereinafter sometimes referred to as the "Plan"}. Effective March 1, 2013 Pension contributions to the Plan will be 4.25% (four and one-quarter per cent) per shift for each employee covered by this agreement who works 22.5 (twenty-two and one-half) or more hours, after completion of the probationary period, for the purpose of providing pensions on retirement, death benefits, and other related benefits for the covered employees of the employer and the other contributing employers. Contributions shall be made for any shift for which an employee receives compensation (e.g. sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty).

Creative services/prepress and press employees refer to Appendix G.

**27.02** Contributions shall be made by cheque, money order, or similarly recognized medium of exchange and shall be made payable to the **CWA/ITU Pension Plan (Canada)** and shall be forwarded to Funds Administrative Service Inc., 9<sup>th</sup> Floor, 9707 - 110 Street, Edmonton, AB, T5K 3T4, no later than the tenth (10<sup>th</sup>) day of the following calendar month for which contributions are due. Remittance forms, to be furnished by the CWA/ITU Pension Plan (Canada), shall be sent by the employer to CWA/ITU Pension Plan (Canada), 9<sup>th</sup> Floor, 9707 - 110 Street, Edmonton, AB, T5K 3T4, no later than the tenth (10<sup>th</sup>) day of the following calendar month for which contributions are due.

**27.03** In the event that the employer shall fail to pay contributions to the Plan on a timely basis, the Plan and its Trustees shall have, in addition to such rights as they may have to collect such contributions under applicable statutory and common law, the rights to invoke the arbitration provisions of this collective agreement for adjudication of the employer's duty to contribute to the Plan. The Plan and its trustees shall not be required to comply with any of the pre-arbitration requirements of the grievance procedures set forth in this contract. If the arbitrator determines that the employer has failed to pay a contribution due the Plan under this agreement the arbitrator shall award to the Plan the total amount of contributions due and owing plus interest at the maximum rate allowed by law and the costs and expenses, including reasonable attorney fees, incurred by the Plan in pursuing the arbitration proceedings and any court action to obtain enforcement of the arbitrator's decision.

#### **ARTICLE 28 LEAVES OF ABSENCE**

**28.01** Leaves of absence without pay may be granted by the employer for good and sufficient cause. All requests for a leave of absence must be in writing. The employer will respond to the request in writing within two (2) weeks of receiving the request. Subject to operational requirements, local union officers will receive leave of absence without pay, up to ten (10) work days, upon making such request to the employer in writing two (2) weeks prior to the leave, in order to attend school, convention, etc. No more than two (2) employees, who cannot be from the same department, shall be granted such leave at any time.

**28.02** All conditions of the leave and return to work must be in writing and agreed to by the leave taker and the employer before the leave is affected. Failure to return to work from a leave of absence upon its expiry shall be considered a voluntary resignation, unless the date has been extended by mutual agreement between the employer and the employee/union.

**28.03** Although a leave of absence will not break seniority standing (an employee's continuous employment) there shall be no accrual of vacation credits during the leave or any obligation on the part of the employer to maintain or incur any costs on behalf of the leave taker.

**28.04** Seniority will accrue during any unpaid leave of absence for the purposes outlined in Article 22, section 22.02, pertaining to claiming new shifts, new starting times, new days off, and choice of vacation schedule and for the purposes outlined in Article 13 pertaining to the reduction of the work force.

**28.05** Seniority will not accrue during any unpaid leave of absence for the purposes of calculating vacation entitlements, annual anniversary wage increments, or any obligation on the part of the employer to maintain or incur any costs on behalf of the leave taker.

#### **28.06 Maternity/Parental Leave**

Maternity/Parental leave will be granted in accordance with Federal/Provincial legislation. In the event that a pregnant employee is advised by her doctor that her continued employment at a particular work assignment may endanger her health then the employer will either transfer her to other work if it is available, or grant the employee a leave of absence without pay and/or benefits and without loss of seniority for up to one (1) year. Reasonable efforts will be made by the employer to find alternative work for the employee.

#### **ARTICLE 29 EMPLOYEE DISCOUNTS**

**29.01** Employees may place free personal classified advertisements (ads) with some exceptions and limitations as follows:

- a) Each employee is limited to a maximum of one (1) free classified advertisement per day.
- b) Each advertisement must not exceed 28 (twenty-eight) words or the equivalent.
- c) Each advertisement may be placed for up to a maximum of three (3) days at a time.
- d) The free policy does not apply to the following classifications: Employment, Business Services, Financial and Public Notices.
- e) Ads may be placed in the personal classification for special occasions only, such as birthdays, anniversaries, etc. Unnecessary use of the personal classifieds is discouraged.
- f) All free ads must be approved by your department manager prior to publication.

Employees may place a maximum of two (2) personal display ads each week at a 50% (fifty per cent) discount providing the ad is limited to a maximum of 84 modular agate lines (MALS).

#### **ARTICLE 30 JURY DUTY**

**30.01** An employee called for jury duty or as a witness under subpoena shall receive the difference between the jury duty or witness rate and the amount of straight-time earnings lost by reason of such service. To qualify, an employee must produce proof that their absence was due to serving as a juror or witness and they must make themselves available for work whenever excused from jury duty for one-half (.5) day or more.

#### **ARTICLE 31 BEREAVEMENT LEAVE**

**31.01** Employees will be granted leave of absence with pay of up to three (3) days on compassionate grounds to arrange or attend the funeral of a member of their immediate family. Immediate family is defined as; parents, spouse, common-law spouse (in accordance with Alberta legislation), children, brothers, sisters, grandchildren, grandparents, spouse's parents, step-parents and step-children.

**31.02** In exceptional circumstances, unpaid leave of absence will be extended to take into consideration distance travelled. An employee shall not be required to take previously unscheduled vacation in lieu of bereavement leave when entitled to bereavement leave. In exceptional circumstances, a leave of absence is extended to, but limited to, a maximum of five (5) days.

**31.03** A one-day leave of absence with pay will be granted to attend the funeral of members of the extended immediate family defined as nieces, nephews, step-brothers, step-sisters, brothers-in-law and sisters-in-law, uncles and aunts.

#### **ARTICLE 32 OUTSIDE ACTIVITIES**

**32.01** Employees shall be free to engage in all activity outside of working hours, provided such activity does not consist of services performed in direct competition, create a conflict of interest in regard to an employee's duties or exploit the employee's position in the newspaper.

#### **ARTICLE 33 PART-TIME / TEMPORARY EMPLOYEES**

##### **Employment Provisions:**

##### **Part-time Employees**

**33.01** Part-time employees shall be paid on an hourly basis, based on their classification and their experience and shall advance according to the actual hours worked.

**33.02** Part-time employees called to work shall be paid a minimum of four (4) hours.

**33.03** Part-time employees will become eligible for benefit entitlements upon completion of six consecutive months employment.

**33.04** Part-time employees shall not be hired if such hiring eliminates a full-time employee then on staff. This does not preclude the reduction of a full-time position to part-time; in such an event, the employee concerned will be offered the part-time position. When the workload has increased to a level that would justify a full-time position, the part-time position will be converted to full-time.

**33.05** In the event a part-time employee becomes a full-time employee, he/she shall be credited for time previously served on an hour for hour basis. This shall only cover time accumulated from date of most recent hiring.

**33.06** For part-time employees (Section 33.09), absence due to illness (verified by a doctor's certificate) will not count against them in the calculation to establish average hours.

**Benefits:**

**Temporary Employees**

**33.07** The parties recognize the right of management to hire employees on a temporary basis.

**33.08** Temporary employees who are retained as permanent at the end of their temporary appointment will be credited with seniority to the beginning of their last temporary appointment. If the temporary appointment exceeds the probationary period, the employee will not be required to go through another probationary period.

**Part-time Employees — 22.5 + hours per week**

**33.09** Part-time employees who work 22.5 (twenty-two and one-half) or more regularly scheduled hours per week over a consecutive six month period will qualify for the employer's health and welfare benefit plan. The employee's share of the premiums is in the same proportion as full-time employees.

**33.10** Part-time employees who work 22.5 (twenty-two and one-half) or more hours per week on a regularly scheduled basis over a consecutive six-month period will qualify on a pro-rata basis (i.e. hours worked as a % [per cent] of FTE hours) for all other benefits (i.e. bereavement, jury duty, vacations, statutory holidays), except as may be noted in relevant sections of the agreement. The amount of accrued vacation will be reported monthly to part-time employees.

**Part-time Employees - fewer than 22.5 hours per week**

**33.11** Part-time employees who regularly work fewer than 22.5 (twenty two and one-half) hours per week will be entitled to vacation and statutory holidays in accordance with the Alberta Employment Standards Code.

**33.12** Part-time employees who regularly work fewer than 22.5 (twenty two and one-half) hours per week over a six-month period will receive 5% (five per cent) of gross pay (paid with each payroll) in lieu of benefits (i.e. bereavement, jury duty, health and welfare).

**Temporary Employees**

**33.13** Except as provided under Alberta Labour law, temporary employees are exempt from all benefit provisions of this collective agreement.

**ARTICLE 34 CELL PHONE ALLOWANCE**

**34.01** The Employer will provide \$25.00 (twenty-five dollars) per month to each person required to have a cell phone. The Employer will provide \$75.00 (seventy-five dollars) per month to each of the out-of-town sales people.

**ARTICLE 35 HARASSMENT**

**35.01** The parties agree that Appendix H attached forms part of this collective agreement.

**ARTICLE 36 APPENDICES AND LETTERS OF UNDERSTANDING**

**36.01** It is understood by the parties hereto that all Appendices (including Wages/Classifications) and Letters of Understanding included within or located at the back of this collective agreement and attached hereto form part of this collective agreement.

**APPENDIX A**  
**ADMINISTRATION DEPARTMENT PECULIARS**

**HOURS OF WORK**

Seven and one-half (7.5) hours continuous work (excepting the lunch period) between the hours of 7:00 AM and 7:00 PM shall constitute a day's work.

Seven and one-half (7.5) hours continuous work (excepting the lunch period) between the hours of 7:00 PM and 7:00 AM shall constitute a night's work.

**Note:** Refer to Appendix A (i) and Appendix A (ii), forming part of, and located at the back of this collective agreement for wages and classifications.

**APPENDIX B**  
**EDITORIAL DEPARTMENT PECULIARS**

**HOURS OF WORK**

Seven and one-half hours continuous work (excepting the lunch period) between the hours of 8:00 a.m. and 8:00 p.m. shall constitute a day's work.

Seven and one-half hours continuous work (excepting the lunch period) between the hours of 8:00 p.m. and 8:00 a.m. shall constitute a night's work.

The hours of work provisions listed may be amended by mutual agreement in writing between the employer and the employee/union.

With mutual agreement in writing between the employer and the employee/union, the employer shall have the option to establish a four (4) day/night shift work week totaling 37.5 (thirty-seven and one-half) hours per week. No employee working a four-day or night per week shift shall have less than two (2) consecutive days off in a workweek. Thirty (30) days notice shall be given prior to establishing the four-day/night workweek shift system. An employee working a four (4) day/night shift work week shall receive benefits according to their workweek.

When a bargaining unit member fills in for the Managing Editor for a period of one or more days a premium of 10% of the bargaining unit member's pay grid rate will be paid.

**FULL SHIFTS**

No employee shall be employed for less than a full shift except when discharged for cause or is excused at his/her own request. Clerical employees are excluded.

**STARTING WAGES**

Industry experience shall be taken into account when new employees are hired. Placement on wage scales will be determined, based on previous experience by mutual agreement between the employee and the employer.

**ACCELERATED ADVANCEMENT**

Nothing in this agreement shall preclude the employer from advancing an employee through those wage levels applicable to his/her classification at an accelerated rate.

**DISCLOSURE**

A journalist may refuse to give up custody to any party other than the Publisher or Managing Editor any knowledge, information, notes, records, documents, films, photos or tapes or the source thereof, which relate to news, commentary or the establishment and maintenance of news sources. Except by Court order, the Publisher and Managing Editor shall not give up custody of any of the above, without consulting the journalist. Likewise, the journalist shall not disclose any of the above without consulting the Publisher and Managing Editor.

**BYLINES/RETRACTIONS**

An employee's byline or photograph shall not be used over his/her protest. Whenever substantive changes are made in a reporter's story, every reasonable effort will be made to discuss the changes before publication of the story. Failing that, the byline shall not be used.

In the event that a retraction or correction of a story is to be published, such shall not be done unless a reasonable effort is made to consult with the employee concerned prior to such retraction.

**LIBEL**

Unless otherwise ordered by a Court, the employer shall pay all legal (employer approved counsel) and court costs of any action initiated against an employee by virtue of their good faith performance of employment duties when authorized and approved by the employer. No employee shall lose salary or benefits for absences during the legal proceedings of any libel action.

**UNASSIGNED STORIES**

Nothing in this agreement shall preclude a reporter from writing a column or story outside of working hours. Such column or story, if not deemed by the editor to have been news which should have been covered in the normal course of employment, may be purchased by the employer at a price mutually agreed upon.

**ADVERTISING FEATURES**

No reporter shall be required to write copy related to advertising features. i.e. where the content of such feature would be in the control of the source.

**EXPENSES**

Editorial employees, in the normal course of their employment, may be required to incur out-of-pocket expenses on behalf of the employer. Such spending on a planned basis will be allowed and reimbursed upon presentation of an adequate supporting expense account provided on a timely basis.

Expenses for travel incurred where such is extensive may be claimed twice monthly on a fully supported (copies of invoices) and approved basis.

**EASTER SUNDAY**

If Easter Sunday is a non-publishing day, employees regularly scheduled to work on Easter Sunday will have their shift re-scheduled within the same workweek.

**FREELANCE/TEMPORARY**

The union reserves for itself the right to review all freelance/temporary contracts prior to it being signed to ensure it is in compliance with the collective agreement. The union shall receive a copy of all signed freelance/temporary contracts.

**WAGES AND CLASSIFICATIONS**

Refer to Wages/Classification in Appendix B (i) Appendix B (ii) (for hires after March 1, 2013) and Appendix B (iii) forming part of, and located at the back of this collective agreement.

**PHOTOGRAPHY DEPARTMENT**

**CAMERA ALLOWANCE**

Effective the date the employer supplies digital equipment, photographers will no longer be required to supply their own equipment but will be required to use digital equipment supplied by the employer. The employer will provide three (3) months notice prior to the date the digital equipment is supplied. From then on the camera allowance will no longer be payable except in cases where an employee agrees to an employer request to use his/her own equipment. In such case, the employer will pay an allowance of \$50.00 (fifty dollars) per week, with a minimum payment of \$50.00 (fifty dollars) for any week during which the employee uses his/her own equipment.

Effective March 1, 2008 in such case, the employer will pay an allowance of \$55.00 (fifty-five dollars) per week, with a minimum payment of \$55.00 (fifty-five dollars) for any week during which the employee uses his/her own equipment.

**WAGES AND CLASSIFICATIONS**

Refer to Wages/Classification in the Appendices forming part of, and located at the back of this collective agreement.

**APPENDIX C**

**ADVERTISING DEPARTMENT PECULIARS - INSIDE SALES/CLERICAL**

**HOURS OF WORK**

Seven and one-half (7.5) hours of continuous work (except the lunch period) between the hours of 8:00 AM and 6:00 PM shall constitute a day's work.

**INSIDE SALES REPRESENTATIVE**

The Inside Sales Representative shall be exempt from any provision dealing with overtime and call back. A bonus system based on achieving volume goals will be agreed upon. The maximum annual bonus is \$2,000.00 (two thousand dollars) per representative.

**CLASSIFIED AD TAKERS BONUS SYSTEM**

**Call Back Bonus System**

A 5% (five per cent) bonus will be paid monthly on revenue produced from callbacks according to individual sales results when call back sale is made within two (2) weeks of the expiry of initial booking.

**WAGES AND CLASSIFICATIONS**

Refer to Wages/Classification in the Appendices forming part of, and located at the back of this collective agreement.

**APPENDIX D**

**ADVERTISING DEPARTMENT - OUTSIDE SALES**

**HOURS OF WORK**

Seven and one-half (7.5) hours continuous work (excepting the lunch period) between the hours of 8:00 AM and 6:00 PM shall constitute a day's work.

Salespersons shall be exempt from any provisions dealing with lunch hours, paid breaks, shift differential, overtime or call back.

**EXPENSE ACCOUNTS**

Salespeople are expected, as part of their account development and customer relation functions, to incur or initiate expenditures for client lunches, grand openings, etc. Such spending on an approved basis will be allowed and reimbursed upon presentation of an adequate, supported expenses account provided on a timely basis.

## **COMMISSION SYSTEM**

The remuneration for all outside sales staff is based on 100% (one hundred per cent) commission paid on revenue generated for all current publications by the outside sales staff.

The remuneration for the outside sales representatives is 9.5% (nine and one-half per cent) of all revenue generated from their account list.

Commissions for advertising revenue in any new publication started by or operated by the employer shall be negotiated with the Union.

The commission rates set out above include compensation for vacation, statutory holidays, bereavement leave, jury duty (up to five [5] days) and birthday leaves outlined in the collective agreement.

## **ACCOUNT MANAGEMENT**

1. An up-to-date account list will be the one presented to the sales representatives and will take effect upon signing of this collective agreement.

2. All new walk-in, phone-in, fax-in or unsolicited accounts may, at the employer's discretion, be designated as unassigned accounts, or may be assigned to an individual sales representative.

The 9.5% (nine and one-half per cent) revenue generated from unassigned accounts will be paid to the sales representative that booked the advertisement(s) (ad[s]) and the commission will be paid out to the sales representative on a fiscal monthly basis. If no outside sales representative is in the office and a phone call or walk in ad occurs, the inside sales representative will receive the commission on the ad(s). The account will then be given to the appropriate outside sales rep.

3. Assignments of unassigned accounts to individual sales representative may require the sales representative to give 50% (fifty per cent) of mutually agreed revenue back in account(s) for reassignment or to the pool, and be able to review within six (6) months of possession. Assignment of these accounts will not necessarily follow territorial boundaries.

4. The Advertising Manager will be in charge of monitoring all account lists and will have the right to make changes when accounts have been dormant for three (3) months or more, when personal conflicts between the sales representative and the customer arise, or for any other reason mutually agreed by the sales representative and the advertising manager. If an active account is moved to another list it will be replaced with another active account.

5. Bankrupt and lost account(s) may be replaced by a similar value of account(s) from unassigned account(s).

6. At the request of the Local, the employer will provide a list of any new or unassigned accounts for review over the previous six months.

7. Should events unfold causing an account to be moved to another sales person through no fault of their own, as determined by the Advertising Manager, it will be replaced with an account(s) of similar commissionable value at the time of the move.

8. If an advertisement is booked from head office that is part of a Salesperson's portfolio, that Salesperson shall receive commissions at 50% (fifty per cent) of the regular commission rate for a period of three (3) months.

9. The commission rate for online sales shall increase to 15% (fifteen per cent) for all sales in excess of the same month in the previous year.

## **TERRITORY COVERAGE**

All outside salesperson territories will be covered during absences and the sales revenue generated from their account list will be credited to them. This will enable each person to take time off for the above leaves and continue to receive their commissions. Sick leaves of a short-term nature (1 day up to 15 days) would be handled in the same manner as vacation coverage. However when sick leave extend past fifteen (15) days, the salesperson would receive short term disability pay based on 80% - 66 2/3% (eighty per cent – sixty-six and thirds per cent) of their annualized earnings, and their account list would be covered by someone other than the other outside salesperson.

When a commissionable salesperson goes on leave of absences for jury duty in excess of five (5) days, he/she will receive pay based on the annualized earnings.

## **YEAR-END PROCEDURES**

Year-end procedures will update the annual earnings used for group benefits by taking into account any commission earned by the employees. This insures that the proper annual earnings is credited for all benefits and also determines the benefit premiums to be deducted for the next year where applicable. To establish an annual earnings for benefits for the following year, it would be estimated using the previous year's earnings.

## **COMMISSION SYSTEM FOR NEW HIRES – OUTSIDE SALES**

The remuneration for new outside sales hires is based on a weekly guarantee of \$575 (\$29,900) plus commission as outlined on the grid below.

Outside sales staff employed by the Red Deer Advocate prior to March 22, 2015 will have the option, once per calendar year, of requesting a change from the 9.5% current program to the new program which includes guaranteed salary plus commission. Management will have the sole discretion of request approval or denial.

New Structure: 4% on all revenue up to \$575K and 9% on all revenue above \$575K; plus guarantee.

## **Probation Period**

The Union agrees to a six (6) month probation period for all new hires in the classification of "Sales Representative". Employees are not eligible for Health and Welfare benefits under 26.01 until they have successfully passed probation. For the period between the end of the third month and the end of probation the new hire will be compensated at an additional rate of 76 cents per hour in lieu of health benefits. This does not preclude the employer from offering health benefits after only three months of service should it desire to do so.

**APPENDIX E**  
**CIRCULATION DEPARTMENT PECULIARS**

**HOURS OF WORK**

**Afternoon Delivery**  
**Clerical Staff**

Seven and one-half hours continuous work (excepting the lunch period) between the hours of 8:00 a.m. and 8:00 p.m. shall constitute a day's work.

**DMs and CSs**

Seven and one-half hours continuous work (excepting the lunch period) between the hours of 9:00 a.m. and 9:00 p.m. shall constitute a day's work.

**Morning Delivery**  
**Clerical Staff**

Seven and one-half hours continuous work (excepting the lunch period) between the hours of 6:00 a.m. and 6:00 p.m. shall constitute a day's work.

**DMs and CSs**

Seven and one-half hours continuous work (excepting the lunch period) between the hours of 6:00 a.m. and 6:00 p.m. shall constitute a day's work.

**TRANSFERRING DISTRICT MANAGERS**

A DM cannot be transferred into another territory without discussion and consultation with those district managers involved.

**USE OF OWN VEHICLE BY DMs and CSs**

At no time shall DM's nor CS's be expected to overload their vehicles. DMs and CSs who have to transport a heavy load of papers should as first option use an Advocate vehicle. If a company vehicle is unavailable, they should load their car and ask for assistance if more capacity is required.

DMs using their own transportation will receive compensation to have the interior of their vehicle shampooed and cleaned once per calendar year, to a maximum of \$100.00 (one hundred dollars). The employer will consider requests for additional cleaning when circumstances warrant.

**USE OF VEHICLE BY DM's and CARRIER SUPERVISOR'S (CSs)**

DMs and CSs have the right to refuse to travel the roads in extreme weather conditions (travel advisory).

**DM and CS - SENIORITY LIST**

DMs and CSs shall be on the same seniority list within this collective agreement.

**CAR RADIOS AND CAR PHONES**

The employer shall be responsible for all reasonable costs and maintenance of the car radios and car phones.

**CS PERFORMING SALES FUNCTIONS**

A CS can perform newspaper circulation subscription sale functions.

**CIRCULATION SERVICES CO-ORDINATOR**

The position of Circulation Services Co-ordinator has been created within the bargaining unit. This position reports directly to the Circulation Manager and the individual in the position will receive \$1.00 (one dollar) per hour above the Clerk 4 rates. The duties of this position include the scheduling and supervision of the circulation clerical staff and the day operation of the office to ensure top-notch customer service is attained.

**WAGES AND CLASSIFICATIONS**

Refer to Wages/Classification in the Appendices forming part of, and located at the back of this collective agreement.

**APPENDIX F**  
**MAILROOM PECULIARS**

**HOURS OF WORK**

Seven and one-half (7.5) hours continuous work (excepting the lunch period) between the hours of 8:00 AM to 4:00 PM shall constitute a day's work.

Seven and one-half (7.5) hours continuous work (excepting the lunch period) between the hours of 4:00 PM and 12:00 AM shall constitute an afternoon's work.

Seven and one-half (7.5) hours continuous work (excepting the lunch period) between the hours of 12:00 AM and 8:00 AM shall constitute a night's work.

**SHIFT PREMIUM**

Afternoon rates shall be \$1.70 (one dollar and seventy cents) per hour in addition to the day rate. Night rates shall be \$2.10 (two dollars and ten cents) per hour in addition to the day rate.



## **MAILER/SCHEDULING**

In the event a new part-time shift is posted and existing part-time employees bids on it to expand his or her hours, he or she cannot bid if the required rest period of twelve (12) hours between shifts cannot be provided.

## **MAILERS**

All mailers shall be given every reasonable opportunity to acquaint themselves with every phase of mailroom operation.

The Union agrees that the step-up wage grid for new hires in the Mailroom after March 22, 2015, will be 1,200 hours. The step-up for all Mailroom employees hired before March 22, 2015, remains at 800 hours.

The employer agrees to make every effort to supply 27 (twenty-seven) employees in the mailroom with at least 30 (thirty) hours per week averaged over a six-month period if the work is available and if the distribution of such hours does not lessen the ability to handle the volumes being processed during shifts in a safe and efficient manner.

Mailroom employees will be eligible for health and welfare and other benefits as outlined in Articles 26 and 33 (26.01, 26.03, 33.09, 33.10 and 33.11) subject to the applicable benefit waiting periods.

All new mailers in the mailroom department shall become members of the union on the second payroll from the date of hire. If a new employee leaves before their second week of employment they will not pay their initiation fees but will pay their dues on all earnings

The employer shall deduct from the earnings of new mailers on their second payroll, the initiation fee of \$5.00 (five dollars) for a part-time/temporary employee or \$10.00 (ten dollars) for a full-time employee and shall forward the sums so deducted monthly, together with a list of the names, to the Secretary-Treasurer of the local union.

A part-time mailroom employee who works full-time hours for the duration of one (1) year will be classified as a full-time employee.

## **JOB ROTATION**

The assistant supervisor will rotate inserters from workstation to workstation at reasonable intervals during the week. Inserters will not be moved to workstations where they are deemed to not be qualified.

## **UNIFORMS**

The employer agrees to provide and maintain uniforms (smocks for each employee and an appropriate number of winter coats for use by the department) to the mailroom employees.

### **Safety Shoes/Boots:**

The employer will provide one pair of safety boots/shoes to a maximum value of \$110.00 (one hundred and ten dollars) for those employees working in the mailroom (receipts must be submitted). The employer will repair/replace these boots/shoes as necessary, not to exceed once every eighteen (18) months.

## **WASH-UP TIME**

Wash-up time shall be allowed prior to lunch and at the end of the shift.

## **WAGES AND CLASSIFICATIONS**

Refer to Wages/Classification in the Appendices forming part of, and located at the back of this collective agreement.

## **APPENDIX G PRODUCTION INCLUDING CREATIVE SERVICES/PREPRESS/PRESS PECULIARS**

### **HOURS OF WORK**

Seven and one-half (7.5) hours continuous work (excepting the lunch period) between the hours of 6 AM - 6 PM shall constitute a day's work.

Seven and one-half (7.5) hours continuous work (excepting the lunch period) between the hours of 6 PM - 6 AM shall constitute a night's work.

The employer, with mutual agreement in writing between the employer and the employee/union, shall have the option to establish a 4 (four) day/night shift workweek totaling 37.5 (thirty-seven and one-half) hours per week within any classification. No employee working a four (4) day or night per week shift shall have less than two (2) consecutive days off in a workweek. Thirty (30) days notice shall be given prior to establishing the four (4) day/night workweek shift system. An employee working a 4 (four) day/night shift workweek shall receive benefits according to their workweek.

### **NIGHT SHIFT DIFFERENTIAL**

The night shift differential shall be \$2.10 (two dollars and ten cents) per hour above the day shift rate. When an overlapping shift occurs (part day shift/part night shift), the hours worked on the night shift shall be paid at the night rate.

### **OVERTIME**

All times worked before or in excess of the regular hours established for the day's work or at the end of a week's work must be paid for at the overtime rate which shall not be less than time and one-half (1 1/2) based on the hourly rate for the first one (1) hour and double (2) time thereafter.

When an employee works overtime, he/she may choose payment or compensating time off equivalent to the overtime rate for the time worked, at a time mutually satisfactory to the employer and the employee. At the employee's option, compensating time off may be accumulated to a maximum of five (5) days. If such compensating time off cannot be assigned within two months, the employee will be paid, at the overtime rate, for each hour worked.

### **CWA/ITU PENSION PLAN (CANADA)**

The employer agrees to contribute to the CWA/ITU Pension Plan (Canada) {hereinafter sometimes referred to as the "Plan"}: per shift for each employee covered by this agreement who works 22.5 (twenty-two and one-half) or more hours, after completion of the probationary period, for the purpose of providing pensions on retirement, death benefits, and other related benefits for the covered employees of the employer and the other contributing employers. Contributions shall be made for any shift for which an employee receives compensation (e.g.: sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty).

Effective April 1, 2010, pension contributions to the Plan will be 6.5% (six and one-half per cent) per shift.

### **UNIFORMS**

The employer agrees to supply each member of the pressroom two clean uniforms per week.

#### **Safety Shoes/Boots:**

The employer will provide one pair of safety boots/shoes to a maximum value of \$110.00 (one hundred and ten dollars) for those employees working in the pressroom (receipts must be submitted). The employer will repair/replace these boots/shoes as necessary, not to exceed once every eighteen (18) months.

#### **Personal earplugs:**

The employer will provide one pair of personal earplugs to a maximum value of \$85.00 (eighty-five dollars) every three (3) years for those employees working in the pressroom (receipts must be submitted) – however, requests for less than three (3) years will be considered by the Safety Committee.

### **JOB SECURITY**

The employer guarantees that no union member from the creative services, prepress or press departments covered by this contract and holding a position with the employer on April 1, 1978, will lose employment as a result of the introduction of technological change, which may include any alteration in procedure or method of production or the installation of new equipment or production device.

For the term of this contract, if the following employees lose their employment as a result of the introduction of technological change, which may include any alteration in procedure or method of production or the installation of new equipment or production device, they will receive from the employer a severance payment of \$3,000.00 (three thousand dollars) in addition to the severance pay as per Article 14.01. These employees are: Kevin Latimer and Lloyd Merkel.

### **PRESSROOM FOREMAN RESPONSIBILITY**

The pressroom foreman, a journeyman member of the union, shall have responsibility for the operation of the pressroom.

Under the direction of the employer, the foreman may hire and fire, establish schedules and attend to other operating procedures in the pressroom.

Under the direction of the employer, the foreman shall be responsible for proper manning of the pressroom to ensure an efficient, productive and safe operation.

A supervisory premium for the pressroom foreman shall be paid as 20% of the rate of pay for the journeyman pay grid classification for each hour worked as pressroom foreman.

A supervisory premium for one assistant foreman (lead hand) shall be paid at \$15 per shift for each shift worked when the pressroom foreman is absent.

### **JOINT TRAINING COMMITTEE**

The employer agrees to the establishment of a joint training committee consisting of an equal number of management and employee representatives. The union shall elect the committee members representing the union. This committee will formulate and regulate training programs to best meet the future production requirements of the employer.

### **FULL SHIFTS**

No employee shall be employed for less than a full shift except when discharged for cause or is excused at his own request. Clerical employees are excluded.

### **EASTER SUNDAY**

If Easter Sunday is a non-publishing day, employees regularly scheduled to work on Easter Sunday will have their shift re-scheduled within the same workweek.

### **APPRENTICE/TRAINEE**

Individuals hired in the pressroom or creative services/prepress departments, with less than a journeyman's status, shall be called an Apprentice/Trainee.

Apprentice/Trainees shall receive the same seniority protection as a journeyman and shall be governed by the same rules, working conditions, and hours of work as written in the collective agreement.

Apprentice/Trainees may be subject to lay off during their training period.

No apprentice or trainee shall be scheduled to work without a journeyman also being scheduled.

### **WAGES/CLASSIFICATION**

Employees as at the date of ratification will continue to be paid as per the journeyman or apprentice/trainee pay scales.

Ad compositors will fall under the terms of the general agreement for pension, overtime, night shift differential and job security. Ad compositors and other composing room employees will be covered by a single seniority list.

## **APPENDIX H** **HARASSMENT**

### **POLICY STATEMENT**

The Red Deer Advocate and its employees represented by the union are committed to a working environment which is at all times supportive of the dignity and self-esteem of individuals.

The employer will communicate this policy to all employees, provide appropriate education and training for supervisors and managers, and establish a mechanism for dealing with complaints.

Union employees will pursue a complaint of harassment by using the complaint procedures set out in this policy. Complaints must be investigated by a Complaint Officer who will attempt to resolve the complaint prior to the complaint being submitted as a grievance to the Joint Standing Committee or appeal as per No. 2 of the Appeal Procedures.

### **DEFINITION**

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and coercion. Also included is favouritism of one employee to the disadvantage of another.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

The employer hereby agrees that the above-mentioned behaviour will not be tolerated and persons conducting such behaviour will be appropriately reprimanded.

### **PREVENTION**

A copy of this policy will be made available to all employees in the employee handbook or union agreement. In addition, it will initially be posted on all appropriate bulletin boards for a six-month period.

Supervisors and employees will receive education and/or training where applicable to enable them to recognize potential problems, assist with policy enforcement issues and in understanding the complaint procedures.

### **COMPLAINT OFFICERS**

Complaint Officers will have full authority to investigate the merits of the complaint and, while respecting the employee's (complainant's) wish for confidentiality, conduct as quick and thorough an investigation as possible.

The following selection of complaint officers will enable employees at various levels involved in a dispute to choose someone from within the company to hear their complaint. The complainant may choose from any one of the complaint officers listed below. In the event that the complaint officer declines to hear the complaint, another complaint officer shall be mutually agreed upon.

1. Mary Kemmis
2. Wendy Moore
3. Robin Clarke

### **COMPLAINT AND INVESTIGATION PROCEDURE**

The complaint procedure must be flexible to achieve maximum accessibility and confidentiality. The recommended procedure for an employee who feels they are being harassed is as follows:

1. Tell the harasser clearly that the offending behaviour is NOT welcome. Remind the harasser that the behaviour is contrary to policy. The employee should keep a written record of dates, times, witnesses and nature of the behaviour.

Often this is the simplest and most effective way to put an end to harassing, and the employer encourages employees to take this action. However, victims of harassment are not obliged to confront the harasser and, if the person being harassed is unwilling or unable to do so, or if the misconduct continues after the confrontation, the victim of harassment should report the offensive behaviour as outlined below.

2. A victim of harassment may meet with any of the complaint officers to review the complaint procedure, definition of harassment, etc. The complainant will be informed of the alternate courses of action including formal investigation of the complaint or taking no further action if the complainant decides not to proceed.

3. If the complainant chooses to pursue the matter formally then a formal investigation will be undertaken. The complainant must submit a written complaint to trigger the investigation. The complainant will be kept informed of the progress of the investigation and input will be encouraged wherever possible.

4. The investigation will be commenced within three (3) workdays and the complainant's identity will normally be made known to the alleged harasser.

5. The complaint officer will initiate and complete the investigation as soon as possible. The officer will have full authority to investigate as set out above.

6. Once the investigation is completed the findings will be made known to the complainant and alleged harasser by the complaint officer. This may be done in written form or in a meeting.

7. The complaint officer will attempt to achieve resolution of the complaint at this point.

8. If the matter remains unresolved the complaint officer shall submit a written report to the Publisher outlining the facts, issues and recommended resolution with a copy to the Union.

9. The Publisher will then decide the issue and forward the decision to the complainant and (alleged) harasser in writing. The decision will be implemented immediately, unless further appeal ensues.

#### **APPEAL PROCEDURES**

1. Any party affected by this policy may appeal or grieve the decision of a complaint officer or decision of the Publisher. Notice of intent to appeal or grieve must be made in writing to the Publisher or the Union representative within seven (7) days of receiving a written decision, which is disputed. If notice of intent to grieve is given, the grievance will be referred to the Joint Standing Committee in accordance with Article 17, Section 17.04 (e).

2. The Publisher will take a further appeal to an outside Dispute Resolution Officer (DRO). A DRO shall be mutually agreed upon between the employer and the union.

The union and the employer agree to share costs equally for DROs when resolving members' disputes.

The decision of the DRO will be binding. Once finalized, the DRO will forward the decision to the complainant and the (alleged) harasser in writing. The decision will be implemented immediately.

#### **DISCIPLINARY RESPONSES**

If harassment has been identified, any one of the following responses may be deemed appropriate in the circumstance:

- a) require a verbal or written apology by the harasser;
- b) issue a written warning to the harasser;
- c) reassign (transfer) the harasser to another area;
- d) require the harasser to undergo mandatory counseling; and/or
- e) terminate the harasser.

If, in the course of the investigation or appeal process, the harassment charge is determined to be without merit, the complaint officer or DRO will make such known in writing to all concerned parties.

Repeated, unfounded claims by an individual may result in disciplinary action.

### **LETTERS OF UNDERSTANDING**

Between:

**Media & Communications Workers of Alberta,  
Local 30400-CWA  
- and -  
The Red Deer Advocate Ltd.**

#### **RE: Zone Checkers**

The union agrees to allow the company to use a maximum of one Zone Checker in each of the following areas: Rocky Mountain House, Ponoka, Stettler and Olds. Zone Checkers are restricted to handling down routes, cleaning up flyer/paper dumps, and sourcing carriers for the District Manager in their area. Zone Checkers will report to the District Manager. The company agrees that if the scope of the Zone Checkers' duties expands at the company's request beyond the above listed duties, the company will strongly consider moving Zone Checkers into the bargaining unit.

#### **RE: Circulation Sales Position**

It is understood and agreed between the Red Deer Advocate, a Division of Black Press Group Ltd. (the "Employer") and the Media & Communication Workers of Alberta, Local 30400 of the Communications Workers of America (the "Union" that:

- 1. The company will create a new position for circulation sales, which will be subject to the Collective Bargaining Agreement.
- 2. In the event this position is deemed to not succeed then the company retains the rights to hire contract workers or company to perform the sales function as per past practice.

**APPENDIX A (i)**  
**Administration - Wages and Classifications - Effective March 1, 2013**

| JOB TITLE             | STARTING SALARY | AFTER PROBATION | YEAR 2  | YEAR 3  | YEAR 4  | YEAR 5 |
|-----------------------|-----------------|-----------------|---------|---------|---------|--------|
| <b>ADMINISTRATION</b> |                 |                 |         |         |         |        |
| CLERK 5               | \$16.78         | \$18.06         | \$19.94 | \$21.85 | \$23.27 |        |

**Note 1:** One year is equivalent to 1,950 hours.

**Note 2:** Refer to Appendix A (ii) forming part of, and located at the back of this collective agreement, Should these positions be filled in the future the current wage grids plus any negotiated increases shall apply.

**APPENDIX B (i)**  
**Editorial - Wages/Classifications - Effective - March 1, 2013**

| JOB TITLE  | STARTING SALARY | AFTER PROBATION | YEAR 2  | YEAR 3  | YEAR 4  | YEAR 5  |
|--|-----------------|-----------------|---------|---------|---------|---------|
| <b>EDITORIAL</b>                                 |                 |                 |         |         |         |         |
| NEWS 4<br>Assistant City Editor<br>Sports Editor | \$23.75         | \$25.72         | \$29.42 | \$31.80 | \$33.57 | \$35.34 |
| NEWS 3<br>Copy Editors                           | \$22.17         | \$23.98         | \$27.50 | \$29.69 | \$31.34 | \$32.97 |
| NEWS 2/3<br>Editor/Reporter                      | \$21.53         | \$23.30         | \$26.71 | \$28.85 | \$30.43 | \$32.03 |
| NEWS 2<br>Reporters<br>Photographers             | \$21.09         | \$22.84         | \$26.19 | \$28.28 | \$29.82 | \$31.39 |
| NEWS 1<br>Editorial Assistant                    | \$14.68         | \$15.82         | \$17.48 | \$19.15 | \$20.40 |         |
| CLERK 2<br>Junior Editorial Assistants           | \$11.88         | \$13.52         | \$15.28 |         |         |         |

**Note 1:** One year is equivalent to 1950 hours.

**APPENDIX B (ii)**  
**Editorial – New Hires - Wages/Classifications - New Hires - Effective - March 1, 2013**

| NEW HIRES<br>JOB TITLE                              | STARTING<br>SALARY | AFTER YEAR<br>PROBATION | YEAR<br>2 | YEAR<br>3 | YEAR<br>4 | YEAR<br>5 |
|---|--------------------|-------------------------|-----------|-----------|-----------|-----------|
| <b>EDITORIAL</b>                                    |                    |                         |           |           |           |           |
| NEWS 4<br>Assistant City<br>Editor<br>Sports Editor | \$23.85            | \$23.66                 | \$27.07   | \$29.26   | \$30.88   | \$32.51   |
| NEWS 3<br>Copy Editors                              | \$20.40            | \$22.06                 | \$24.57   | \$27.31   | \$28.83   | \$30.33   |
| NEWS 2/3<br>Editor/Reporter                         | \$19.80            | \$21.43                 | \$24.57   | \$26.54   | \$27.45   | \$29.47   |
| NEWS 2<br>Reporters<br>Photographers                | \$19.40            | \$21.01                 | \$24.09   | \$26.01   | \$27.43   | \$28.88   |
| NEWS 1<br>Editorial Assistant                       | \$14.68            | \$15.82                 | \$17.48   | \$19.15   | \$20.40   |           |

**Note 1:** One year is equivalent to 1950 hours

**Note 2:** This Appendix B (ii) - Editorial - New Hires forms part of this collective agreement.

**APPENDIX C (i)**  
**Advertising – Inside Sales/Clerical - Wages/Classifications - Effective March 1, 2013**

| JOB TITLE  | STARTING<br>SALARY | AFTER<br>PROBATION | YEAR<br>2 | YEAR<br>3 | YEAR<br>4 |
|--|--------------------|--------------------|-----------|-----------|-----------|
| <b>ADVERTISING - INSIDE SALES/CLERICAL</b>           |                    |                    |           |           |           |
| CLERK 5<br>Ad Services Co-ordinator                  | \$16.75            | \$18.06            | \$19.94   | \$21.87   | \$23.27   |
| INSIDE SALES<br>REPRESENTATIVE<br>(See Note 2)       | \$16.79            | \$18.06            | \$19.94   | \$21.85   | \$23.29   |
| ADVERTISING SPECIAL<br>SECTION/PRINT<br>CO-ORDINATOR | \$16.75            | \$18.06            | \$19.94   | \$21.87   | \$23.27   |
| ADVERTISING 2<br>Classified Ad-Takers                | \$14.41            | \$15.55            | \$17.15   | \$18.82   | \$20.04   |
| ADVERTISING 1<br>Adv. Services Clerks                | \$12.66            | \$13.64            | \$15.06   | \$16.51   | \$17.56   |

**Note 1:** One year is equivalent to 1950 hours.

**Note 2:** Inside Sales Representative will be paid a base salary of 50% (Fifty Per Cent) of scale plus commission.

**Note 3:** Refer to Appendix C (ii) and Appendix E (i), forming part of, and located at the back of this collective agreement for the following wages and classifications: Classified Display Clerk, Classified Ad Taker Coordinator, Clerk 4, Clerk 2, Runner, Advertising Administration Assistant, Major Account Executive and Major Account Representative.

**Note 4:** Refer to Appendix G (i), forming part of, and located at the back of this collective agreement, for the following wages and classifications: Artists and Copy typists.

**APPENDIX E (i)**  
**Circulation - Wages/Classifications - Effective March 1, 2013**

| JOB TITLE                         | STARTING SALARY | AFTER PROBATION | YEAR 2  | YEAR 3  | YEAR 4  |
|-----------------------------------|-----------------|-----------------|---------|---------|---------|
| <b><u>CIRCULATION</u></b>         |                 |                 |         |         |         |
| DISTRICT MANAGERS                 | \$21.27         | \$22.94         | \$25.32 | \$27.78 | \$29.57 |
| CIRCULATION SERVICES CO-ORDINATOR | \$21.27         | \$22.94         | \$25.32 | \$27.78 | \$29.57 |
| CARRIER SUPERVISOR                | \$14.67         | \$15.82         | \$17.48 | \$19.15 | \$20.39 |
| CLERK 4                           | \$14.67         | \$15.82         | \$17.48 | \$19.15 | \$20.39 |
| CLERK 2                           | \$11.88         | \$13.52         | \$15.28 |         |         |
| CLERK 1                           | \$10.58         | \$11.87         | \$13.19 |         |         |
| RUNNER                            | \$10.58         | \$11.87         | \$13.19 |         |         |

**Note 1:** One year is equivalent to 1950 hours.

**Note 2:** For **Runners only** one year is equivalent to 800 hours.

**APPENDIX F (i)**  
**Mailroom - Wages/Classifications - Effective March 1, 2013**

| JOB TITLE                                | STARTING SALARY | AFTER PROBATION | YEAR 2  | YEAR 3  | YEAR 4  |
|--|-----------------|-----------------|---------|---------|---------|
| <b><u>MAILROOM</u></b>                   |                 |                 |         |         |         |
| MAILROOM SUPERVISOR                      | \$19.00         | \$20.49         | \$21.96 | \$25.07 | \$26.37 |
| ASSISTANT SUPERVISOR<br>MAILROOM CLERK 4 | \$14.67         | \$15.82         | \$17.48 | \$19.15 | \$20.39 |
| MAILROOM CLERK 2                         | \$11.88         | \$13.52         | \$15.28 |         |         |
| MAILROOM MAINTENANCE                     | \$17.00         | \$18.13         | \$19.26 | \$20.39 | \$21.53 |
| MAILER /SHIPPER/RECEIVER                 | \$15.81         | \$16.60         | \$17.43 | \$18.30 | \$19.21 |

**Note 1:** One year is equivalent to 1950 hours

| JOB TITLE                    | STARTING SALARY | AFTER PROBATION | YEAR 2  | YEAR 3  | YEAR 4  |
|------------------------------|-----------------|-----------------|---------|---------|---------|
| MAILER/EQUIPMENT MAINTENANCE | \$13.12         | \$14.05         | \$15.10 | \$15.81 | \$16.62 |

**Note 1:** Level increments based on 800 hours for those hired before March 22, 2015 and 1,200 hours for those hired after March 22, 2015.

**APPENDIX G (i)**  
**Production including Composing/Cameras/Plate/Pre-Press and Press**  
**Wages/Classifications - Effective March 1, 2013**

**PRODUCTION**

| JOB TITLE                 | SALARY  |
|---------------------------|---------|
| PRE-PRESS SUPERVISOR..... | \$31.28 |
| JOURNEYMAN.....           | \$28.77 |

| JOB TITLE              | START          | (3 months)<br>PROBATION | After<br>1 Year | After<br>2 Years | After<br>3 Years | After<br>4 Years |
|------------------------|----------------|-------------------------|-----------------|------------------|------------------|------------------|
| APPRENTICE/<br>TRAINEE | \$15.82<br>55% | \$17.26<br>60%          | \$18.69<br>65%  | \$21.57<br>75%   | \$25.89<br>90%   | \$28.77<br>100%  |

| JOB TITLE        | START   | After<br>6 Months | After<br>1 Year | After<br>18 Months | After<br>2 Years | After<br>3 Years |
|------------------|---------|-------------------|-----------------|--------------------|------------------|------------------|
| PRESSROOM HELPER | \$12.66 | \$13.52           | \$14.35         | \$15.10            | \$15.81          |                  |
| SENIOR ARTISTS   | \$17.80 | \$19.28           | \$22.05         | \$23.84            | \$25.13          | \$26.47          |
| ARTISTS          | \$16.19 | \$17.44           | \$19.30         | \$21.06            | \$22.51          |                  |
| COPY TYPISTS     | \$14.41 | \$15.55           | \$17.15         | \$18.82            | \$20.04          |                  |

**Note 1:** One year is equivalent to 1950 hours.

**Note 2:** Appendix G (i) forms part of this collective agreement.



**APPENDIX A (ii) – VACANT POSITIONS**  
**Administration - Wages and Classifications - Effective March 1, 2013**

| JOB TITLE  | STARTING SALARY | AFTER YEAR PROBATION | YEAR 2  | YEAR 3  | YEAR 4   | YEAR 5  |
|--|-----------------|----------------------|---------|---------|----------|---------|
| <b><u>ADMINISTRATION</u></b>                                     |                 |                      |         |         |          |         |
| Accountant/Office Supervisor                                     | \$20.92         | \$22.66              | \$26.06 | \$28.05 | \$29.59  | \$31.16 |
| Credit Supervisor  | \$17.80         | \$19.28              | \$22.05 | \$23.84 | \$25.13  | \$26.47 |
| Receptionist   | \$14.41         | \$15.82              | \$17.48 | \$18.82 | \$20.04  |         |
| Clerk 2<br>Junior Computer Operator                              | \$11.88         | \$13.52              | \$15.28 |         |          |         |
| Clerk 1<br>Clerk Typist<br>Collection Clerk<br>Nightwatch person | \$10.57         | \$11.87              | \$13.20 |         |          |         |
| Systems Administrator<br>Internet Site Administrator             | \$15.82         | \$18.69              | \$21.57 | \$25.99 | \$28.77  | \$31.27 |
| Computer Technician  | \$18.23         | \$19.74              | \$22.60 | \$24.43 | \$25.778 | \$31.27 |
| Accountant   | \$15.50         | \$16.79              | \$19.20 | \$20.76 | \$21.89  | \$23.05 |
| Clerk 4<br>Classified A/R Clerk<br>Accounting Clerk              | \$14.67         | \$15.82              | \$17.48 | \$19.15 | \$20.39  |         |

**Note 1:** One year is equivalent to 1,950 hours.

**Note 2:** Should any of these positions be filled in the future the current wage grids plus any negotiated increases shall apply.

**Note 3:** Appendix A (ii) forms part of this collective agreement.

**APPENDIX C (ii) – VACANT POSITIONS**  
**Advertising (Inside Sales/Clerical) - Wages/Classifications - Effective March 1, 2013**

| JOB TITLE  | STARTING SALARY | AFTER YEAR PROBATION | YEAR 2  | YEAR 3  | YEAR 4  | YEAR 5  |
|--|-----------------|----------------------|---------|---------|---------|---------|
| <b><u>ADVERTISING</u></b>                                      |                 |                      |         |         |         |         |
| <b><u>Inside Sales/Clerical</u></b>                            |                 |                      |         |         |         |         |
| CLERK 5<br>Adv. Admin. Assistant                               | \$16.75         | \$18.06              | \$19.94 | \$21.87 | \$23.27 |         |
| ADVERTISING 5<br>Major Account Executive<br>Major Account Rep. | \$22.17         | \$23.98              | \$27.50 | \$29.69 | \$31.34 | \$32.97 |
| ADVERTISING 2<br>Classified Display Clerk                      | \$14.41         | \$15.55              | \$17.15 | \$18.82 | \$20.04 |         |
| AD TAKER<br>CO-ORDINATOR                                       | \$15.70         | \$16.88              | \$18.50 | \$20.18 | \$21.38 |         |
| CLERK 4  | \$14.67         | \$15.82              | \$17.48 | \$19.15 | \$20.40 |         |
| CLERK 2<br>Adv Services Clerk<br>Runner                        | \$11.88         | \$13.52              | \$15.28 |         |         |         |

**Note 1:** One year is equivalent to 1950 hours.

**Note 2:** Inside Sales Representative will be paid a base salary of 50% of scale plus commissions. The commission rate will be 8.5 of all revenue generated.

**Note 3:** Should any of these positions be filled in the future the current wage grids plus any negotiated increases shall apply.

**Note 4:** Appendix C (ii) forms part of this collective agreement.

**APPENDIX B (iii) – VACANT POSITION  
Editorial - Wages/Classifications - Effective March 1, 2013**

| JOB TITLE               | STARTING<br>SALARY | AFTER<br>PROBATION | YEAR<br>2 | YEAR<br>3 | YEAR<br>4 |
|-------------------------|--------------------|--------------------|-----------|-----------|-----------|
| <b><u>EDITORIAL</u></b> |                    |                    |           |           |           |
| Librarian               | \$16.24            | \$17.49            | \$19.34   | \$21.23   | \$22.61   |

**Note 1:** Should this position be filled in the future the current wage grid plus any negotiated increases shall apply.

**Note 2:** Appendix B (iii) forms part of this collective agreement.

**LEAD HAND - 12 HOURS NIGHT SHIFT**

The Company and the Union agree to a twelve (12) hour shift schedule for the Lead Hand as follows:

**Work Week** - will be a three (3) days one and four (4) days off. The work week will be of twelve (12) hours per shift with three (3) consecutive days per week and will start of July 1st, 2006. The work week will be from Monday to Wednesday (1st group) and Thursday to Saturday (2nd group). The work week will rotate every month.

**Hours of Work** - will be from 6:00 p.m. to 6:00 a.m. and will include a paid 30 (thirty) minute lunch break and three (3) - 20 (twenty) minute paid breaks.

**Shift Premium** - Lead Hand will be paid a premium of \$18.00 (eighteen dollars) per shift (night) and \$11.00 (eleven dollars) per shift (day).

**Severance** - will be paid at 27.5 (twenty-seven and one-half) hours per week of night shift earnings.

**Seniority** - will be 1872 (one thousand and eight hundred and seventy-two) hours equal one (1) year. Also, the selection of shift and starting times will be in accordance with Article 22 of the Collective Agreement.

**Vacation** - will be paid at 37.5 (thirty-seven and one-half) hours per week of night shift earnings.

**Holidays** - will be paid at 7.5 (seven and one-half) hours per day. If overtime is worked on a day off, vacation or holiday it will be paid at time and one-half (1.5x) for the first (1) hour and double time (2x) thereafter.

**Sick days and Leave of Absence with Pay** - will be paid at twelve (12) hours per day of night shift earnings.

**WAGES AND CLASSIFICATIONS**

The parties hereto agree that the Wages/Classification in the Appendices attached hereto and located at the back of this collective agreement form part of this collective agreement.

AGREEMENT  
BETWEEN  
THE RED DEER ADVOCATE  
(A Division of Black Press Group Ltd.)  
AND  
**MEDIA and COMMUNICATIONS WORKERS of ALBERTA  
LOCAL 30400 of the Communications Workers of America**

Re: [REDACTED]

Effective date of ratification, [REDACTED] will continue to receive the night premium for any hours worked before 9:00 a.m.

\_\_\_\_\_  
For the Red Deer Advocate

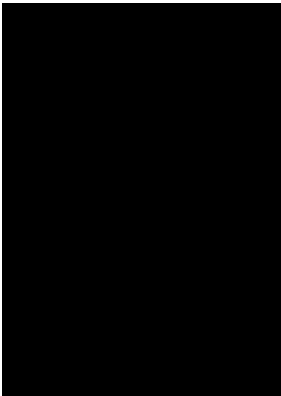
\_\_\_\_\_  
For the Union

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

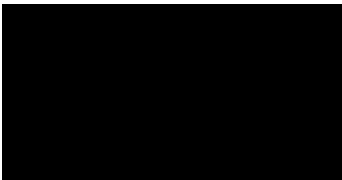
AGREEMENT  
BETWEEN  
THE RED DEER ADVOCATE  
(A Division of Black Press Group Ltd.)  
AND  
**MEDIA and COMMUNICATIONS WORKERS of ALBERTA  
LOCAL 30400 of the Communications Workers of America**

Re: Vacation Entitlement

Notwithstanding Article 24 of the Collective Agreement, the following employees, having completed 25 or more calendar years of service, are entitled to vacation leave of six (6) weeks during each complete calendar year:



Notwithstanding Article 24 of the Collective Agreement, the following employees, having completed 25 or more calendar years of service before August 31, 2019, will be entitled to vacation leave of six (6) weeks during the 26<sup>th</sup> and each subsequent complete calendar year of service:



\_\_\_\_\_  
For the Red Deer Advocate

\_\_\_\_\_  
For the Union

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

AGREEMENT  
BETWEEN  
THE RED DEER ADVOCATE  
(A Division of Black Press Group Ltd.)  
AND  
**MEDIA and COMMUNICATIONS WORKERS of ALBERTA  
LOCAL 30400 of the Communications Workers of America**

Re: [REDACTED]

Effective date of ratification, [REDACTED] will move to the Commission System for New Hires that provides for 4% of all revenue up to \$575K and 9% on all revenue above \$575K; plus a weekly guarantee of \$575.

Effective date of ratification, she will receive a one-time lump sum payment of \$3,682.13.

Effective one year from the date of ratification, she will receive a one-time lump sum payment of \$3,682.13.

Effective two years from the date of ratification, she will receive a one-time lump sum payment of \$3,682.13.

\_\_\_\_\_  
For the Red Deer Advocate

\_\_\_\_\_  
For the Union

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

***IN WITNESS WHEREOF, in the City of Red Deer, in the Province of Alberta, we, the Media and Communications Workers of Alberta Local 30400 of CWA Canada and The Red Deer Advocate hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017.***

Media and Communications Workers of Alberta

Local 30400 CWA Canada

\_\_\_\_\_

Donavan Hattori, President

\_\_\_\_\_

Mary-Ann Barr, Secretary-Treasurer

-and-

The Red Deer Advocate

(A Division of Black Press Group Ltd.)

\_\_\_\_\_

Mary Kemmis, Publisher